

Ordell Elizabeth Moon  
1905 Bristol St.  
Petaluma, CA 94954

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

In re  
ORDELL ELIZABETH MOON

Appellant/Debtor,

vs.

CITIBANK N.A., DEUTSCHE BANK  
NATIONAL TRUST et al.

Appellees.

Case No. 5:23-cv-04521-PCP

BK Case No. 23-10092 DM 13  
NOTICE OF MOTION AND MOTION IN  
INDIVIDUAL CASE FOR ORDER TO  
CONTINUE THE AUTOMATIC STAY  
IN BK CASE #23-10092 DM 13 AS THE  
COURT DEEMS APPROPRIATE

Date: **TBD**

Time:

Courtroom:

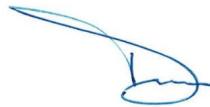
TO THE HONORABLE JUDGE AND ALL PARTIES OF INTEREST:

COMES NOW the Appellant/Debtor, Ordell Elizabeth Moon, through her Authorized Representative, Don Shannon (hereinafter "**AR**"), who relies upon **Haines v. Kerner**, 1972, 404 U.S. 519 in the above-captioned matter, to give notice that Appellant, pursuant to **Haines v. Kerner**, hereby serves this courtesy notice and state:

1. NOTICE IS HEREBY GIVEN to (Secured Creditor/Lessor),trustee (if any), and affected creditors (Responding Parties), their attorneys (if any), and other interested parties that have appeared in the matter of Bankruptcy Case #23-10092 DM 13 that on the above date and time and in the United States District Court for the Northern District of California, pursuant to Bankruptcy Rule 8007 (b) Appellant/Debtor (hereinafter "Appellant") in the above-captioned matter will move this honorable court for an order continuing the automatic stay as to certain creditors and actions described in the motion on the grounds set forth in the attached motion.

2. This motion is being heard as soon as possible under the doctrine of imperative necessity as the court can set the hearing. If you wish to oppose this motion, you must file a written response to this motion with the court and serve a copy of it upon the Appellant's **AR** at the address set forth above no less than 14 days before the above hearing and appear at the hearing of this motion or zoom hearing if available.
3. You may be able to contact the USDC Clerk's Office or use the court's website to obtain a copy of an approved court form for use in preparing your response or you may prepare your response using the format required by FRCP Rule 10 and the Court Manual.
4. If you fail to file a written response to the motion or fail to appear at the hearing, the court may treat such failure as a waiver of your right to oppose the Motion and may grant the requested relief

Dated: September 27th, 2023



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Don Shannon, Authorized  
Representative for Appellant

**MOTION FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY  
AS THE COURT DEEMS APPROPRIATE**

Appellant, Ordell Elizabeth Moon, through said **AR**, who relies upon **Haines v. Kerner**, 1972, 404 U.S. 519 in the above-captioned matter, to give notice that Appellant, pursuant to **Haines v. Kerner**, moves the court for an order continuing existing stay with respect to the property located at 1905 Bristol St., Petaluma, California, APN #136-580-029.

1. Certain purported creditor(s) have claimed unproven security interest in this Property and have filed such claims in the public repository of Sonoma county in apparent violation of California Corporation Code 107, Civil Code 1478, Penal Code 648 in light of Title 12 U.S.C. 411 as detailed in Appellant's Objections to Proof of Claims for each purported creditors:

**1. Party: Citibank, N.A.**

**Attorney: Nathan F. Smith**

Malcolm Cisneros, A Law Corp.  
Attn: Nathan F. Smith  
2112 Business Center Drive, 2nd Fl,  
Irvine, California 92612  
(949) 252-9400

**2. Party: Deutsche Bank National Trust Co.**

**Attorney: Fanny Zhang Wan**

Robertson, Anschutz, Schneid & Crane LLP  
Attn: Fanny Zhang Wan  
350 10th Ave., Suite 1000  
San Diego, CA 92101  
(470) 321-7112

Appellant therefore moves for an order continuing the automatic stay as to all creditors.

2. **Case History:** Appellant filed a voluntary Chapter 13 petition on February 28, 2023.

a. There are no other bankruptcy cases filed by or against this Appellant pending within the past year preceding the petition date in this case.

b. As of the date of this motion the Appellant has had at least three (3) 341 Meeting of Creditors.

3. Appellant from the beginning challenged the lawfulness of purported creditors proof of claims by filing Objections to said proof of claims of said creditors which objections were both denied by the Honorable Dennis Montali, Bankruptcy Judge who subsequently issued an order dismissing case on August 9, 2023.

4. **Grounds for Continuing The Stay:**

Pursuant to the Fifth Amendment and the Fourteenth Amendment's guarantee to the full due process of law, Appellant believes the right to full disclosure of all the terms and conditions pertaining to purported creditors' claim of right to subject property particularly evidence of actual delivery of a thing of value to Appellant prior to or right after Appellant executed original loan documents has been denied to Appellant by said creditors in apparent violation of Truth In Lending Act (TILA), and Real estate Settlement Procedure Agreement (RESPA), Regulation Z - 12 CFR § 226.17(c)(1) among other laws enacted to protect the rights of the people from corporate greed, extortion and other rapacious activities.

5. The questions that Appellant seeks answers to is in what specific medium of exchange did said creditors' purported "loan of money" were "expressed in terms of?" This question is germane to the issue of standing to appear in light of FRCP Rule 17. All that each purported creditor filed in support of their proof of claim was an uncertified copy of a promissory note or HELOC. But said creditors failed to produce the actual date of their wire transfer, bank draft, or other medium of exchange mandated by Corporation Code 107 proving **actual delivery of a thing of value in lawful money of the United States** was loaned to Appellant (as they declare in said promissory note) as mandated by Civil Code 1478 in light of Penal Code 648 penalty provision in light of Title 12 U.S.C. 411 to prove their actual economic investment and commitment. Please be advised that said creditors' signatures are nowhere found on any of the loan documents **created by them** that Appellant executed which Appellant now believes is unethical. Said Creditors have failed to establish that they're the real party in interest.

6. The Honorable Judge Montali took a hostile position to Appellant's assertion and insistence of constitutionally secured right to full disclosure to each and every element pertaining to said creditors' claim of right, which Appellant believes is a denial to Appellant's right to the full due process of law. Honorable Judge Montali issued an Order Dismissing Case after August 9, 2023 hearing on Appellant's Objection to Proof of Claim of DEUTSCHE BANK NATIONAL TRUST. There however is no evidence filed of record that said creditors ever delivered pursuant to CC 1478 to Appellant a thing of

value mandated by Corp. Code 107 prior to or after Appellant's execution of said loan documents to establish as fact evidence of their economic investment of a thing of value.

**Grounds for Continuing The Stay:**

7. The present case was filed in good faith by Appellant in pursuit of the truth surrounding the original loan of money as the issue of medium of exchange is probative and fundamental to the viability of any valid contract. Disclosure of all terms and conditions governing said contract is both reasonable and requisite pursuant to the constitutionally secured right to full due process of law, good faith and fair dealing which are etched in the bedrock of American Jurisprudence. This is particularly so when a sophisticated trader in mercantile executive equity is trading with a common trader at law, typically identified in law as a "consumer." Consumer is a term that is defined in the consumer protection law both state and federal which pertain to John or Jane Que Public. Appellant being a trader at law and not a trader in mercantile executive equity is unlearned, thus unsophisticated in the sophistries of the custom of merchant transactions in commercial paper as defined in Article 3 of the Uniform Commercial Code which is titled Negotiable Instruments. Thus in search for the truth, Appellant has reached out to purported creditors, counsels for creditors, even to the Honorable Judge Montali for instructive relief regarding the issue of medium of exchange and not one in the list of said creditors, their counsels or the court has seen fit to assist Appellant in her journey for the truth.

8. Attached herein and made a part of this motion are copies of communications sent by Appellant in good faith to said creditors, counsel for creditors and a filed copy of Appellant's reasonable request for instructive relief from the Court all of which have gone unanswered or non-answered.

9. On August 9, 2023 in hearing on Appellant's objection to purported creditor's proof of claim, Appellant in good faith openly stated to creditors, counsel for creditors and the court the following reasonable statement regarding offer of settlement, to wit:

"In behalf of Debtor's estate I State On the record and for the record the following statement:

Debtor is ready to settle all matters pertaining to all purported claims after the issue of the specific medium of exchange of each purported loan is expressed in terms of has been provided by alleged creditor or creditor's counsel pursuant to the Constitution's 14<sup>th</sup> Amendment's guarantee of equal protection under laws of consideration, currency and tender has been provided as detailed in last filings filed of record with the court.

Please be advised that Once the specific medium of exchange is disclosed the Debtor will issue a tender in like kind to settle all claims consistent with current federal public policy as a matter of law.

Beyond the foregoing statement I stand on the pleadings filed of record & beyond that I stand mute with all due respect.

Thank you, your honor."

10. The court subsequently issued an **ORDER DISMISSING CASE** on August 9, 2023 upon completion of the hearing in spite of Appellant's offer of settlement.

Appellant believes such action by the court was unwarranted as a matter of law.

11. Appellant initially filed a motion to continue automatic stay in bankruptcy court but Judge Montali denied such citing he had no jurisdiction to grant such an order in spite of Bankruptcy Rule 8007(a) which necessitated the filing of this instant motion pursuant to BK Rule 8007(b) (2)(B). A copy of the bankruptcy order denying request for stay is attached and incorporated herein as fully reproduced and as part of this motion.

12. In continued good faith Appellant is still ready to settle all purported claims consistent with current federal public policy in like kind medium of exchange once said medium of exchange is disclosed to Appellant as guaranteed under said Fifth and Fourteenth Amendments and all the consumer protection disclosures law both state and federal which right to full disclosure Honorable Judge Montali deprived Appellant, an American Citizen.

13. Further if any bond is required to support the appellate process, Appellant extends this offer to cover any such bond in a medium of exchange consistent with current federal public policy, law and custom.

## Conclusion

WHEREFORE, Appellant prays that this court issue an Order that the Automatic Stay be continued in effect as to all creditors until further order of the court.

For other relief requested as the court deems just and proper.

Respectfully submitted.

Dated: September 27th, 2023

  
Don Shannon, Authorized Representative for  
Appellant

#### **DECLARATION OF APPELLANT BY AR UNDER POA**

I, Don Shannon, as the Authorized Representative (**AR**) of the Appellant under a POA. I have read the foregoing motion consisting of seven pages, and the attached materials incorporated therein by reference. I am one of the caretakers of the business affairs of Appellant.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: September 27th, 2023

  
Don Shannon, **AR** for Appellant

## Declaration of Service

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding.

My business address is:

A true and correct copy of the foregoing document entitled:

NOTICE OF MOTION AND MOTION IN INDIVIDUAL CASE FOR ORDER IMPOSING A STAY OR CONTINUING THE AUTOMATIC STAY AS THE COURT DEEMS APPROPRIATE (with supporting declarations) will be served or was served (a) on the judge in chambers and by registered mail.

2. SERVED BY UNITED STATES MAIL: On September 27th, 2023, I served the following persons and/or entities at the last known addresses in this bankruptcy case by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows.

**1. Party: Citibank, N.A.**

**Attorney: Nathan F. Smith**

Malcolm Cisneros, A Law Corp.  
Attn: Nathan F. Smith  
2112 Business Center Drive, 2nd Fl,  
Irvine, California 92612  
(949) 252-9400

**2. Party: Deutsche Bank National Trust Company**

**Attorney: Fanny Zhang Wan**

Robertson, Anschutz, Schneid & Crane LLP  
Attn: Fanny Zhang Wan  
350 10th Ave., Suite 1000  
Diego, CA 92101  
(470) 321-7112

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: September 27th, 2023



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Don Shannon, Authorized Representative of Appellant

**TO:** ROBERTSON, ANSCHUTZ, SCHNEID & CRANE LLP  
 Att: THERON S. COVEY III – SBN#246746  
 Authorized Agent for Secured Creditor  
 350 10th Avenue, Suite 1000, San Diego, CA 92101

**FROM:** Don Shannon, POA for Ordell E. Moon  
 c/o 420 Lakeville St., Petaluma, CA 94952

**SUBJECT:** NOTICE Certified Mail # 70222410000231060246  
 Account Loan #8010751090  
 Loan Number #6009053

**DATE:** 1 May 2023

### NOTICE

NOTICE is served upon **THERON S. COVEY III – SBN#246746**, Email: [tcovey@raslg.com](mailto:tcovey@raslg.com) with **ROBERTSON, ANSCHUTZ, SCHNEID & CRANE LLP, A Law Corporation**, alleged counsel for and in behalf of **Deutsche Bank National Trust Company, As Indenture Trustee Under The Indenture Relating To IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2005-7** pertaining to the matter of **Bankruptcy Case No.: 23-10092 DM 13** for Debtor, ORDELL ELIZABETH MOON. Your prompt action is required as follows:

1. This notice is served via email to [tcovey@raslg.com](mailto:tcovey@raslg.com) and US mail as set out above, with respect to the Chapter 13 bankruptcy of said Debtor originally filed in the United States Bankruptcy Court in the Northern District of California, /San Francisco District (hereinafter “**USDC NDOC**”).under **Bankruptcy Case No.: 23-10092 DM 13**.
2. Upon review of the **REQUEST FOR SERVICE** (hereinafter “**RFS**”) document that on March 6, 2023, you did “**electronically filed the foregoing with the Clerk of Court**” in said case number, wherein the contents of the **RFS** you seem to indicate that you represent a “Secured Creditor”, **Deutsche Bank National Trust Company, As Indenture Trustee Under The Indenture Relating To IMH Assets Corp., Collateralized Asset-Backed Bonds, Series 2005-7**. How so? When the **RFS** was revealed to Debtor, as the authorized representative of Debtor, I obtained a copy of the original ADJUSTABLE RATE NOTE (hereinafter “**ARN**”) of interest and nowhere within the confines of the four corners of said note identifies the name of your purported Secured Creditor. Again, how so is your client a Secured Creditor? The Debtor has never knowingly consented to enter into any kind or sort of financial agreement with your client, let alone even know or ever heard of your client. In good faith Debtor nearly two weeks ago requested documented evidence of such an agreement between Debtor and Deutsche Bank which you also were made aware of and to date not a word from anyone has been forthcoming. The purported lender identified in said note is **RESIDENTIAL MORTGAGE CAPITAL, A CALIFORNIA CORPORATION** (hereinafter “**RMCACC**”) and not your client, again, how so is your client a “Secured Creditor?”
3. Dear Mr. Covey it does appear that your **RFS** contains false, fraudulent and fictitious allegations and therefore contains a misrepresentation to the court in violation of your sworn duty as an officer of the court respecting due diligence in preparation of the pleading filed over your signature, et seq, this **NOTICE** intends to, first, point out to you the apparent misrepresentations and then secondly, afford to you an opportunity to make an informed choice to correct and or withdraw those misrepresentations prior to the necessity of my having to bring this matter to the attention of the court with appropriate sanctions being requested. I am prepared to forward a true copy of this notice to the State Bar of California pursuant to B & P C § 6068 (a), (b), (c), (d), (f), (g), §6106, §6128 (a) for purpose of disbarment proceedings against you and your confederates.
4. There appears to be a fraud on the court by your characterization of your client being a “**Secured Creditor**” as is declared in your **RFS** you **electronically** filed of record and further sent through the United States Mail service, supporting your declaration which fail to establish as fact the actual existence of an “outstanding debt obligation” of Debtor to your client. You state and sign in your **RFS** that you are the “**Authorized Agent for Secured Creditor** .”
5. Mr. Covey, have you actually reviewed all the original loan documents regarding this instant matter? I find it hard to believe that you did, being one who is legally trained. You just might want to review a second time prior to my again having to bring this matter to the attention of the court. I do this in good faith with respect given the warning on page three of the requisite 410 form required of each “Secured Creditor”, to wit: **A person who files a fraudulent claim**

**could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.** Clearly it appears that you may have been misled or lied under oath before the court by way of your **RFS**. Mr. Covey. CCP § 128.7 and/ or FRCP Rule 11(c) and Rule 56(h) is cited in light of Title 42 U.S.C. § 1986 for having knowledge of the law and you are now without excuse dear sir.

6. Mr. Covey if you would take the proper time to review the original loan documents pertaining to the subject property of interest you will notice that the original **ARN** contains two different and separate stamps with the verbiage: “**Pay to the Order of Without Recourse Impac Funding Corporation Residential Mortgage Capital**” and “**Without Recourse Pay to the Order of Impac Funding Corporation**” which demonstrates apparent alteration of the original note by apparent negotiation at least twice that apparently was signed by one Ana Cervis for Residential Mortgage Capital and one Ercan Ozbek for Impac Funding Corporation (hereinafter “**IFC**”). It is clear from the evidence that Ana Cervis of **RMCACC** and Ercan Ozbek of **IFC** both “**treated**” the **ARN** by executing the instrument as a draft, a check. Clearly in the **ARN** can one find the authorization for **RMCACC** to “treat” the **ARN** as a draft and cash it out, which apparently Ana Cervis did on behalf of **RMCACC** without any disclosure of such to Debtor. This is clearly moral turpitude, so unethical and probably criminal. How do you folk sleep at night, I ask you?
7. Mr. Covey just where is and who has actual physical custody of the original **ARN** that is the foundational document that serves as the basic thrust for all your claims, assertions for being the **Authorized Agent for Secured Creditor** (hereinafter “**AAFSC**”)? As you should know pursuant to state law your corporation is subject to California law and requires you to comply with California Corporation Code § 107 as a matter of law. Please be further advised that California law provides at CUCC § 3104(e):

An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may **treat** it as either. Emp added **bold** mine

8. Pursuant to Truth in Lending Act - Regulation Z - 12 CFR § 226.17(c)(1) and RESPA - Title 12 U.S.C. § 2605(e) or other federal laws governing the typical **ARN** contains both the verbiage of a promise and order, and to clear up any confusion, I am demanding from you a certified statement of an accounting on the history of **ARN** and other loan documents which were deposited with **RMCACC** for safekeeping as referenced in said deed of trust.
9. I am further demanding from you certified true and correct color copy of **ARN**, the deed of trust; insurance policy on the **ARN**; all bookkeeping ledger accounts; all escrow title confidential communications; 1099 OID Form; Deposit Application/Custody Receipt (DTC) form; Deposit Application One to Four Family Mortgages - Form MTG1-MORTDP.WK4; Federal Reserve Borrower in Custody of Collateral- six page form for said **ARN**; certified copies of the canceled check/s associated with loan **Account #8010751090** that should have been issued by **RMCACC** in payment of said **ARN** either the week before or after June 27<sup>th</sup>, A.D. 2005; and the production of the **original ARN** for purposes of physical inspection. Why? Because I am seeking evidence to confirm in what capacity was the **ARN** “**treated**,” i.e., either as a note or draft. Please be advised that the practice of failing to disclose these facts to a borrower in the mortgage agreement **prior to executing the agreement voids the** specific performance aspects of the **ARN** because it violates RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit:

226.17(b)-The creditor **shall make disclosure before** consummation of transaction.

226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties  
Emp added **bold** mine

10. I have recently been informed to my shock that **RMCACC** apparently accepted for deposit Debtor's **ARN** and endorsed said **ARN** as a **credit** to **RMCACC** bank's assets without recourse and without any financial risk of their own assets in the process of funding the subject **ARN Account #8010751090** that you as **AAFSC** are asserting is due and owing as opposed to depositing said note into **Account #8010751090** as security collateral for safekeeping purposes. Is this true? If so, please identify the account number of the account from which the funds originated to fund loan **Account #8010751090** and the name of the depositor who executed the check that provided the money that funded **Account #8010751090**. After all that is the least that you can do given the fact of what you've asserted as **AAFSC** under your signature in your **RFS** as has been pointed out herein.
11. Please be further aware that if Debtor's **ARN** was altered by **treating** it as a draft without Debtor's prior notice and consent due to **RMCACC**'s premeditated failure to make full disclosure of the same as required by 12 CFR § 226.17(c)(1) is immoral and illegal. Further, according to CUCC § 3407, the obligation to pay the monthly note **is discharged by operation of law** pursuant to the Rule of Material Alteration. See CUCC § 3407 provides:

**EXHIBIT 1**

- (a) "Alteration" means (1) an unauthorized change in an instrument that purports to modify in any respect the obligation of a party, or (2) an unauthorized addition of words or numbers or other change to an incomplete instrument relating to the obligation of a party.
- (b) Except as provided in subdivision (c), ***an alteration fraudulently made discharges a party whose obligation is affected by the alteration unless that party assents or is precluded from asserting the alteration.*** ...  
Emp added **bold** mine

See also Civil Code § 1700. Extinction by unauthorized alteration

The intentional destruction, cancellation or ***material alteration of a written contract***, by a party entitled to any benefit under it, or with his consent, ***extinguishes all the executory obligations of the contract in his favor, against parties who do not consent to the act.*** Emp added **bold** mine

12. Given the complex nature of the terms and conditions of said **ARN** and deed of trust contract, Debtor had no prior understanding of the "***Pay to the Order of Without Recourse Impac Funding Corporation Residential Mortgage Capital***" and "***Without Recourse Pay to the Order of Impac Funding Corporation***" contained within the four corners of Debtor's **ARN** especially since that phrase is not contained on **Debtor's copy of the ARN and further both stamps and signatures were executed AFTER** Debtor's poor dead husband and Debtor **executed the same on June 27<sup>th</sup>, 2005,** how unethical! Further **RMCACC** failed to fully disclose how the **ARN** would be treated. Given the willful failure of full disclosure by **RMCACC** having occurred, this voids the contract under the unconscionable element of failure to make full disclosure. Please be advised that this failure constitutes a violation of said disclosure laws. Further, as stated herein that if the note had in fact been altered after Debtor's execution of said **ARN**, then the ***Rule of Material Alteration*** would apply and Debtor's obligation/s of specific performance of monthly payments contained in the **ARN** were discharged on the day **RMCACC's** Ana Cervis executed the altered **ARN** by operation of law. See CC § 1700 and CUCC § 3407. Again, the production by you of the **original** unaltered wet ink **ARN** signed by Debtor along with the loan papers described above is requested that Debtor may be able to **verify** in which form Debtor's original **ARN** was **treated**.
13. Mr. Covey, in light of the foregoing, this is a **formal notice and demand upon you as AAFSC for full disclosure and validation** made pursuant to the Fair Debt Collection Practices Act, the Truth in Lending Act, Regulation Z, RESPA - 12 U.S.C. § 2605 disclosure mandate. Please produce **within three (3) days**, certified copies of the above described documents executed by Debtor on June 27<sup>th</sup>, A.D. 2005, and the certified copies of the other documents associated with **Account #8010751090** outlined in paragraph 8, 9, 11 and 12 herein, along with the local physical address of the person who has actual physical custody of Debtor's **ARN** for inspection and copy purposes are provided under HOME MORTGAGE DISCLOSURE of BCFP as provided in Title 12 U.S.C. § 2801 et seq., Title 12 U.S.C. § 2605 and other applicable federal mortgage disclosure laws. If no response is received within three (3) days a copy of this instrument will be served upon the USBC NDC to in a FRCP Rule 17 (a) (b) and/or Bankruptcy similar rule to challenge your purported client's status and standing to appear in the instant matter as a matter of law.
14. Again, one of you is openly lying before the court (perjury) and cannot meet the standard of "harmless error" as it were, and this **NOTICE** intends to bring this matter to your attention prior to the necessity of having to notice the court and other authorities. It is my hope by our mutual agreement that a contest rising from this misrepresentation will become unnecessary. Again, the warning in **red** in paragraph 5 above is done for your benefit.
15. If the foregoing is true then all of your sworn statements presented to the court in said **RFS**, both state and federal are subject to the penalty of false affidavits of CCP §128.7, FRCP Rule 11(c), Rule 56(h) as one who is legally trained is required to know beforehand. You are without excuse. Further the duty of an attorney is outlined in Business & Profession Code 6068, to wit:
- (a) To **support the Constitution and laws of the United States and of this state.**
  - (b) To maintain the **respect due to the courts of justice and judicial officers.**
  - (c) To **counsel or maintain those actions, proceedings, or defenses only as appear to him or her legal or just,** except the defense of a person charged with a public offense.
  - (d) To employ, for the purpose of maintaining the causes confided to him or her **those means only as are consistent with truth, and never to seek to mislead the judge or any judicial officer by an artifice or false statement of fact or law.**
- Emphasis added **bold** mine

I believe I can make the case that you and your company has violated all of the above duties as attorneys at law.

**EXHIBIT 1**

16. The problem is that your **RFS** filed over your signature as attorney of record make allegations which are unsubstantiated and apparently false, fraudulent and fictitious and thus constitute a material misrepresentation before the court that you knew or should have known were false as your duty under the mandate of CCP §128.7, FRCP Rule 11(c), Rule 56(h). Clearly then Penal Code § 115.5, § 115(a), and §134 are apparent felony violations committed by your client assignor/seller unless you can provide the dispositive evidence of the specific documents demanded in paragraphs 8, 9, 11 and 12 above that proves otherwise.
17. Mr. Covey, without evidence of the existence of an actual debt there is no tangible evidence of your client's claim of right of ownership of the subject property filed of record. All we have is your unsubstantiated **RFS** which appears to be fraudulent.
18. Mr. Covey, your purported client's entry into the Jurisdiction of the court has been improperly invoked on the false, fraudulent and fictitious allegations set out in your **RFS** and the same wholly fails to state a claim upon which relief may properly be granted. You knew or should have known the foregoing prior to filing said **RFS** in **Bankruptcy Case No.: 23-10092 DM 13**.
19. I maintain that the sole intent of your actions were done for purpose of fraud, deceit, theft of real property rights, unlawful conversion of real property, domestic terrorism, simulation of judicial process for purpose of unjust enrichment, extortion in conjunction with wire fraud, mail fraud in an artifice to deprive Debtor of the intangible right to honest services mandated under Title 18 U.S.C. § 1341, § 1343 and § 1346 among other high crimes and misdemeanors. Clearly, the facts involving the history of this matter, if they had been properly vetted with due diligence by unbiased jurist as required by the rules, would have merely corroborated the facial absence of any legitimate justiciable claim by your purported client as a matter of law.
20. Mr. Covey you should be aware, Debtor has and further is undergoing angst, trauma and great mental duress as result of this matter. Debtor's reputation has been and continues to be injured by the character of this **RFS** and your actions. Its having been filed and its continuation is actionable elder abuse for starters and in due course will result in Debtor having to seek remedies afforded by law. In light of the foregoing fact that neither the court nor I were ever provided actual evidence of debt to establish the lawful standing of your client is a willful violation of CCP §128.7, B&P Code §6068(d), §6128(a). Simply stated, absent actual proof of claim, this **RFS** is not right and Debtor will seek a complete correction of this wrong. **Remember, Fraud and Justice Never Dwell Together! Further the law leaves wrongdoers where it finds them!**
21. Accordingly, I suggest that you carefully consider the foregoing and that you exercise this opportunity to make an informed choice as to whether to withdraw or otherwise abate the false, fraudulent and fictitious allegations as are contained in the underlying **RFS**, further immediately prior to the meeting of creditors hearing to allow yourself and your company to properly review the contents of this instrument and further provide Debtor all documents demanded in paragraphs 8, 9, 11 and 12 above and upon review of same you admit to the truth of the same to finally compensate Debtor for all the damages suffered for having to deal with and further address this unlawful harassment by fraud in factum.
22. As you are aware, you have an affirmative duty under CCP §128.7, FRCP Rule 11 (c), Rule 56(h) to ascertain the truthfulness of your client's standing as stated in your pleadings via a diligent inquiry into the facts, the evidence and the law applicable in this case that are "**reasonable under the circumstances**." It appears that you have failed to meet that criteria of the foundational threshold mandated under CCP §128.7 supra. Through you as counsel, your client has proceeded on an unlawful extortion by way of unjust enrichment through fraud in factum, deceit, failure of full disclosure of contract terms of the subject property without a just and proper interest in this case. You either knew or you should have known these circumstances from an affirmative inquiry prior to placing these misrepresented facts and **RFS** before the court. As stated, I hope that this matter can be explained as you having been misled by your client and that these are not your affirmative acts of overt misrepresentation. Unfortunately, under these circumstances, they remain as your affirmative errors and omissions. Unfortunately, these circumstances bring into question your own standing as counsel in this case, before the State Bar of California and as an officer of the court. I fear that you have been misled by the prevarications and mendacity of your client and/or your own lack of due diligence as required by the rules of court.
23. Prudence dictates that you reconsider your position in this matter prior to any further actions on Debtor's home. I here extend this opportunity for you to do so by withdrawing the offending pleadings in general and compensate debtor by immediate reconveyance of subject property and return of all moneys collected from Debtor by your client

prior to the 341 meeting of creditors' hearing in such manner as to abate the ongoing injuries to Debtor and Debtor's family and to the dignity of the court.

Unless this conflict is immediately resolved, it is my duty to bring this matter to the public attention of both the court and bar pursuant to the procedures set out in California law and to further seek and employ all other remedies at law.

May I hear from you on this matter before the end of 1 May, 2023, business day.

It hath been said and so it is done!

Sincerely

Don Shannon, POA for Ordell E. Moon

cc: State Bar of California  
Attorney General of California, Fraud Division

**EXHIBIT 1**

**Don Shannon, POA  
In behalf of: Ordell E. Moon  
420 Lakeville St., Petaluma, CA 94952**

Deutsche Bank National Trust Company  
Att: James von Moltke – CFO  
1999 Avenue of the Stars Ste 3750  
Los Angeles, CA 90067

April 15, 2023  
Certified Mail Restricted Delivery  
No. 70222410000231060222

Re: Loan Number 6009053, Account Number 8010751090  
Owner: Ordell E. Moon  
Property: 1905 Bristol Street Petaluma, California 94954  
APN: 136-580-029  
Authorized Representative: Don Shannon under Power of Attorney

Pursuant to a copy of the original Adjustable Rate Note in your care, custody and control provided by your company on March 15, 2023 (see copy enclosed), I am writing this letter to request a REQUEST FOR FULL RECONVEYANCE of Loan Number 6009053, Account Number 8010751090. Please complete and execute the " Request For Full Reconveyance " attached hereto and return the original loan documents with the other documents specified in the Request For Full Reconveyance (including the original note) as detailed herein.

Please be advised that said note contains two stamps with the verbiage: "Pay to the Order of Without Recourse Impac Funding Corporation Residential Mortgage Capital" and "Without Recourse Pay to the Order of Impac Funding Corporation" which demonstrates apparent alteration of the original note by apparent negotiation at least twice.

Please be further aware that if said promissory note was altered by treating it as a draft (see CUCC § 3104 (e) without prior notice to and consent of Ordell E. Moon due to your failure to make full disclosure of the same as required by 12 CFR § 226.17(c)(1) is immoral and illegal. Further, according to CUCC § 3407, the obligation to pay the monthly note is discharged by operation of law pursuant to the Rule of Material Alteration. See CUCC § 3407 provides:

- (a) "Alteration" means (1) an unauthorized change in an instrument that purports to modify in any respect the obligation of a party, or (2) an unauthorized addition of words or numbers or other change to an incomplete instrument relating to the obligation of a party.
- (b) Except as provided in subdivision (c), an alteration fraudulently made discharges a party whose obligation is affected by the alteration unless that party assents or is precluded from asserting the alteration. .... Emp added bold mine

See also Civil Code § 1700. Extinction by unauthorized alteration

The intentional destruction, cancellation or material alteration of a written contract, by a party entitled to any benefit under it, or with his consent, extinguishes all the executory obligations of the contract in his favor, against parties who do not consent to the act. Emp added bold mine

**Notice: This Instrument is subject to the Sole Actor Doctrine**

**Page 1 of 2**

**EXHIBIT I**

Given the complex nature of the terms and conditions of said promissory note and deed of trust contract, Ordell E. Moon had no prior notice, thus no consent and further no understanding of the "Pay to the Order of Without Recourse Impac Funding Corporation" contained within the text of said promissory note that was apparently executed after Ordell in good faith executed the loan documents. Further there was never any disclosure of the subsequent executions with "pay to the order of . . ." on said note prior to Ordell executing said note. Given the willful failure of full disclosure having occurred, this voids the contract under the unconscionable element of failure to make full disclosure as a matter of law.

Please be further advised that California law provides at CUCC § 3104(e):

An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may **treat** it as either. Emp added **bold** mine

Therefore, pursuant to CUCC 3104(e) an instrument containing the verbiage of both promise and order can be treated either way. But as a matter of law, the note cannot be treated as both. To do so is a criminal act that violates both state and federal disclosure laws. Such act violates Title 12 U.S.C. § 501(a) and you are so noticed.

Thus, as stated herein that if the note had in fact been altered after Ordell E. Moon's execution of said note pursuant to CUCC § 3104(e), then the Rule of Material Alteration would apply and the obligation/s of specific performance of monthly payments contained in the promissory note are discharged by operation of law. See CC § 1700 and CUCC § 3407 supra. As such, the return by you of the wet-inked original promissory note along with allonge(s) and all the loan papers described above is hereby demanded and a full reconveyance of the subject property interest is further demanded within seven (7) business days after receipt of this instrument.

Unless this matter is settled within the prescribed time frame, it is my duty to bring this matter to the public attention of both the Federal Reserve Board and the Office of the Comptroller of the Currency pursuant to the procedures set out in federal law in general and, Titles 12 and 18 of the U.S.C. and to further seek and employ all other remedies at law.

May I receive the recorded evidence of the subject reconveyance from you before the business day of April 28<sup>th</sup>, 2023. *4/25/23*

It hath been said and so it is done!

Sincerely,

Don Shannon, Authorized Representative  
of Ordell E. Moon by POA

Attached: Copy of original Promissory Note with alterations  
Request For Full Reconveyance

ctbs: Federal Reserve Board of Governors  
Office of the Comptroller of the Currency

**Notice: This Instrument is subject to the Sole Actor Doctrine**

Page 2 of 2

**TO:** MALCOLM ♦ CISNEROS, A Law Corporation  
 Att: CHRISTINA J. KHIL SBN #266845  
 2112 Business Center Dr. Ste. 200, Irvine, CA 92612

**FROM:** Don Shannon, POA for Ordell E. Moon  
 c/o 420 Lakeville St., Petaluma, CA 94952

**SUBJECT:** NOTICE Certified Mail # 70222410000231060239  
 Account Loan #10507216961000

**DATE:** 1 May 2023

## NOTICE

NOTICE is served upon **CHRISTINA J. KHIL SBN #266845**, Email: [christiano@mclaw.org](mailto:christiano@mclaw.org) with **MALCOLM ♦ CISNEROS, A Law Corporation**, alleged counsel for and in behalf of **CITIBANK N.A.**, <https://malcolmcisneros.com/> pertaining to the matter of **Bankruptcy Case No.: 23-10092 DM 13** for Debtor, ORDELL ELIZABETH MOON. Your prompt action is required as follows:

1. This notice is served via email to [christiano@mclaw.org](mailto:christiano@mclaw.org) and US mail as set out above, with respect to the Chapter 13 bankruptcy of said Debtor originally filed in the United States Bankruptcy Court in the Northern District of California, /San Francisco District (hereinafter “**USDC NDOC**”).under **Bankruptcy Case No.: 23-10092 DM 13**.
2. Upon review of the **Official Form 410 Proof of Claim** (hereinafter “**410 POC**”) documents executed April 4, 2023 and recently filed of record in said case number, the content of the underlying **410 POC** and documents contain false, fraudulent and fictitious allegations and therefore contain a misrepresentation to the court in violation of your sworn duty as an officer of the court respecting due diligence in preparation of the pleading filed over your signature, et seq, this **NOTICE** intends to, first, point out to you the apparent misrepresentations and then secondly, afford to you an opportunity to make an informed choice to correct and or withdraw those misrepresentations prior to the necessity of my having to bring this matter to the attention of the court with appropriate sanctions being requested. I am prepared to forward a true copy of this notice to the State Bar of California pursuant to B & P C § 6068 (a), (b), (c), (d), (f), (g), §6106, §6128 (a) for purpose of disbarment proceedings against you and your confederates.
3. There appears to be a fraud on the court by your characterization of your client being a “**secured creditor**” as is declared in the **410 POC and Exhibits** you filed of record and further sent through the United States Mail service, supporting your declaration which fail to establish as fact the actual existence of an “outstanding debt obligation” of Debtor to your client Citibank N.A. You checked box at part 3 of page 3 of 410 POC “**I am the creditor’s attorney**.”
4. You acknowledge on page 3 at part 3 in your declaration executed on April 4, 2023 thus, “I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, **the creditor gave the debtor credit for any payments received toward the debt. I have examined the information in this Proof of Claim** and have a **reasonable belief that the information is true and correct**. I declare under penalty of perjury that the foregoing is true and correct.” Wow! What an amazing confession Ms. Christina J. Khil. Have you actually reviewed the documents you filed of record in this instant matter? I find it hard to believe that you did, being one who is legally trained. You just might want to review a second time prior to my again having to bring this matter to the attention of the court. I do this in good faith with respect given the warning on page three of said 410 form, to wit: **A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.** Clearly it appears that you have been misled or lied under oath before the court by way of your declaration Ms. Khil. CCP § 128.7 and/ or FRCP Rule 11(c) and Rule 56(h) is cited in light of Title 42 U.S.C. § 1986 for having knowledge of the law and you are now without excuse dear madam.
5. Ms. Khil in support of your sworn declaration you attached several documents in support of the **410 POC** have you actually reviewed the Home Equity Line of Credit Agreement and Disclosure (hereinafter “**HELOCAD**”) instrument? There is a stamp on page 1 of 9 just below the signature of Debtor that states: **“Pay to the Order of Without Recourse on us Citibank N.A. successor by merger to West, N.A. formerly known as Citibank, (West), FSB”** that apparently was signed by one Harrison Luval, V.P., Citibank, N.A. It is clear from the evidence that Harrison Luval of Citibank “treated” by executing the **HELOCAD** instrument as a draft, a check. Unfortunately, however nowhere in the “disclosure” aspect of the **HELOCAD** can one find the authorization of Citibank to “treat” the

**HELOCAD** as a draft and cash it out, which apparently Citibank did without any disclosure of such to Debtor. This is clearly moral turpitude, so unethical and probably criminal.

6. Ms. CHRISTINA J. KHIL just where is and who has actual physical custody of the original **HELOCAD** that is the foundational document that serves as the basic thrust for all your claims, assertions and acts admitted in your sworn declaration? As you should know pursuant to state law your corporation is subject to California law and requires you to comply with California Corporation Code § 107 as a matter of law. Please be further advised that California law provides at CUCC § 3104(e):

An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may **treat** it as either. Emp added **bold** mine

7. Pursuant to Truth in Lending Act - Regulation Z - 12 CFR § 226.17(c)(1) and RESPA - Title 12 U.S.C. § 2605(e) or other federal laws governing the typical **HELOCAD** contains both the verbiage of note and draft, and to clear up any confusion, I am demanding from you a certified statement of an accounting on the history of **HELOCAD** and other loan documents which were deposited with Citibank N.A. for safekeeping as referenced in said deed of trust.
8. I am further demanding from you certified true and correct color copy of **HELOCAD**, the deed of trust; insurance policy on the **HELOCAD**; all bookkeeping ledger accounts; all escrow title confidential communications; 1099 OID Form; Deposit Application/Custody Receipt (DTC) form; Deposit Application One to Four Family Mortgages - Form MTG1-MORTDP.WK4; Federal Reserve Borrower in Custody of Collateral- six page form for said **HELOCAD**; certified copies of the canceled check/s associated with loan **Account #10507216961000** that should have been issued by Citibank in payment of said **HELOCAD** either the week before or after August 25<sup>th</sup>, A.D. 2005; and the production of the **original HELOCAD** for purposes of physical inspection. Why? Because I am seeking evidence to confirm in what capacity was the **HELOCAD "treated"**, i.e., either as a line of credit or draft. Please be advised that the practice of failing to disclose these facts to a borrower in the mortgage agreement **prior to executing the agreement voids the** specific performance aspects of the **HELOCAD** because it violates RESPA -12 U.S.C. § 2601 and Regulation Z at 12 CFR 226.17(b), (c)(1) of the Truth in Lending Act, to wit:

226.17(b)-The creditor **shall make disclosure before** consummation of transaction.

226.17(c)(1)-Basis of disclosures and uses of estimates. The disclosures shall reflect the terms of the legal obligations between the parties  
Emp added **bold** mine

9. I have recently been informed to my shock that Citibank apparently accepted for deposit my **HELOCAD** and endorsed said **HELOCAD** as a credit to Citibank N.A. bank's assets without recourse and without any financial risk of their assets in the process of funding the subject **HELOCAD Account #10507216961000** that you have sworn under oath was due and owing as opposed to depositing said note into **Account #10507216961000** as security collateral for safekeeping purposes. Is this true? If so, please identify the account number of the account from which the funds originated to fund loan **Account #10507216961000** and the name of the depositor who executed the check that provided the money that funded **Account #10507216961000**. After all that is the least that you can do given the fact of what you've acknowledged under oath in your 410 POC as has been pointed out in paragraph 4 above.
10. Please be further aware that if my **HELOCAD** was altered by **treating** it as a draft without my prior notice and consent due to Citibank's premeditated failure to make full disclosure of the same as required by 12 CFR § 226.17(c)(1) is immoral and illegal. Further, according to CUCC § 3407, the obligation to pay the monthly note **is discharged by operation of law** pursuant to the Rule of Material Alteration. See CUCC § 3407 provides:

(a) "Alteration" means (1) an unauthorized change in an instrument that purports to modify in any respect the obligation of a party, or (2) an unauthorized addition of words or numbers or other change to an incomplete instrument relating to the obligation of a party.

(b) Except as provided in subdivision (c), **an alteration fraudulently made discharges a party whose obligation is affected by the alteration unless that party assents or is precluded from asserting the alteration.** ...  
Emp added **bold** mine

See also Civil Code § 1700. Extinction by unauthorized alteration

The intentional destruction, cancellation or **material alteration of a written contract**, by a party entitled to any benefit under it, or with his consent, **extinguishes all the executory obligations of the contract in his favor, against parties who do not consent to the act.** Emp added **bold** mine

**EXHIBIT 2**

11. Given the complex nature of the terms and conditions of said **HELOCAD** and deed of trust contract, I had no prior understanding of the "**Pay to the Order of Without Recourse on us Citibank N.A. successor by merger to West, N.A. formerly known as Citibank, (West), FSB**" contained within the four corners of my **HELOCAD** especially since that phrase is not contained on Debtor's copy of the **HELOCAD** and further that stamp and signature were executed after Debtor's poor dead husband and Debtor executed the same on August 25, 2005, how unethical! Further Citibank N.A. failed to fully disclose how the **HELOCAD** would be treated. Given the willful failure of full disclosure by Citibank N.A. having occurred, this voids the contract under the unconscionable element of failure to make full disclosure. Please be advised that this failure constitutes a violation of said disclosure laws. Further, as stated herein that if the note had in fact been altered after Debtor's execution of said **HELOCAD**, then the **Rule of Material Alteration** would apply and Debtor's obligation/s of specific performance of monthly payments contained in the promissory note were discharged on the day Citibank N.A. V.P. one Harrison Luval executed the altered **HELOCAD** by operation of law. See CC § 1700 and CUCC § 3407. As such, the production by you of the original unaltered wet ink signed by Debtor's **HELOCAD** along with the loan papers described above is requested that Debtor may be able to verify in which form Debtor's original **HELOCAD** was **treated**.
  
  12. In light of the foregoing, this is a **formal demand for full disclosure and validation** made pursuant to the Fair Debt Collection Practices Act, the Truth in Lending Act, Regulation Z, RESPA - 12 U.S.C. § 2605 disclosure mandate. Please produce **within three (3) days**, certified copies of the above described documents executed by Debtor on August 25<sup>th</sup>, A.D. 2005, and the certified copies of the other documents associated with **Account #10507216961000** outlined in paragraph 7 herein, along with the local physical address of the person who has actual physical custody of my promissory note for inspection and copy purposes are provided under HOME MORTGAGE DISCLOSURE of BCFP as provided in Title 12 U.S.C. § 2801 et seq., Title 12 U.S.C. § 2605 and other applicable federal mortgage disclosure laws. If no response is received within three (3) days a copy of this instrument will be served upon the USBC NDC to in a FRCP Rule 17 (a) (b) and/or Bankruptcy similar rule to challenge Citibank N.A.'s Standing to proceed in any matter pertaining to **Bankruptcy Case No.: 23-10092 DM 13**.
  
  13. Again, one of you is openly lying before the court (perjury) and cannot meet the standard of "harmless error" as it were, and this **NOTICE** intends to bring this matter to your attention prior to the necessity of having to notice the court and other authorities. It is my hope by our mutual agreement that a contest rising from this misrepresentation will become unnecessary. Again, the warning in **red** in paragraph 4 above is done for your benefit.
  
  14. If the foregoing is true then all of your exhibits, sworn statement presented to the courts, both state and federal are subject to the penalty of false affidavits of CCP §128.7, FRCP Rule 11(c), Rule 56(h) as one who is legally trained is required to know beforehand you are without excuse. Further the duty of an attorney is outlined in Business & Profession Code 6068, to wit:
    - (a) To **support the Constitution and laws of the United States and of this state**.
    - (b) To maintain the **respect due to the courts of justice and judicial officers**.
    - (c) To **counsel or maintain those actions, proceedings, or defenses only as appear to him or her legal or just**, except the defense of a person charged with a public offense.
    - (d) To employ, for the purpose of maintaining the causes confided to him or her **those means only as are consistent with truth, and never to seek to mislead the judge or any judicial officer by an artifice or false statement of fact or law**.

Emphasis added **bold** mine
- I believe I can make the case that you and your company have violated all of the above duties as attorneys at law.
15. The problem is that your pleadings filed over your signature as attorney of record make allegations which are unsubstantiated and apparently false, fraudulent and fictitious and thus constitute a material misrepresentation before the court. **All of your supporting** documents identified as Exhibits that were duly recorded in the Sonoma County Recorder's office further contains false and misleading statements within their four corners that you knew or should have known were false as your duty under the mandate of CCP §128.7, FRCP Rule 11(c), Rule 56(h). Clearly then Penal Code § 115.5, § 115(a), and §134 are apparent felony violations committed by your client unless you can provide the dispositive evidence of the specific documents demanded in paragraphs 8, 11 and 12 above.
  
  16. Ms. Khil, without evidence of the existence of an actual debt there is no tangible evidence of your client's claim of right of ownership of the subject property filed of record. All we have is your unsubstantiated writings, which appear to be fraudulent.

17. Citibank N.A.'s entry into the Jurisdiction of the court has been improperly invoked on the false, fraudulent and fictitious allegations set out in your **410 POC** and the same wholly fails to state a claim upon which relief may properly be granted. You knew or should have known the foregoing prior to filing said **410 POC** in **Bankruptcy Case No.: 23-10092 DM 13**. Further, you know the "evidence" that you've submitted to the court is not true and such evidence is both false and misleading and constitutes a fraud upon the court. I maintain said **410 POC** is a fraudulent document, unregistered security and further, is a counterfeit security filed in a public repository, a felony PC 115 (a).
18. I maintain that the sole intent of your actions were done for purpose of fraud, deceit, theft of real property rights, unlawful conversion of real property, domestic terrorism, simulation of judicial process for purpose of unjust enrichment, extortion in conjunction with wire fraud, mail fraud in an artifice to deprive Debtor of the intangible right to honest services mandated under Title 18 U.S.C. § 1341, § 1343 and § 1346 among other high crimes and misdemeanors. Clearly, the facts involving the history of this matter, if they had been properly vetted with due diligence by unbiased jurist as required by the rules, would have merely corroborated the facial absence of any legitimate justiciable claim by Citibank N.A. as a matter of law.
19. Ms. Khil you should be aware, Debtor has and further is undergoing angst, trauma and great mental duress as result of this matter. Debtor's reputation has been and continues to be injured by the character of this **410 POC** and your actions. Its having been filed and its continuation is actionable and in due course will result in Debtor having to seek remedies afforded by law. In light of the foregoing fact that neither the court nor I were ever provided actual evidence of debt to establish the lawful standing of your client is a willful violation of CCP §128.7, B&P Code §6068(d), §6128(a). Simply stated, this **410 POC** is not right and Debtor will seek a complete correction of this wrong. **Remember, Fraud and Justice Never Dwell Together! Further the law leaves wrongdoers where it finds them!**
20. Accordingly, I suggest that you carefully consider the foregoing and that you exercise this opportunity to make an informed choice as to whether to withdraw or otherwise abate the false, fraudulent and fictitious allegations as are contained in the underlying **410 POC**, further immediately prior to the meeting of creditors hearing to allow yourself and your company to properly review the contents of this instrument and further provide Debtor all documents demanded in paragraphs 8, 11 and 12 above and upon review of same you admit to the truth of the same to finally compensate Debtor for all the damages suffered for having to deal with and further address this unlawful harassment by fraud infactum.
21. As you are aware, you have an affirmative duty under CCP §128.7, FRCP Rule 11 (c), Rule 56(h) to ascertain the truthfulness of your client's standing as stated in your pleadings via a diligent inquiry into the facts, the evidence and the law applicable in this case that are "**reasonable under the circumstances**." It appears that you have failed to meet that criteria of the foundational threshold mandated under CCP §128.7 supra. Through you as counsel, your client has proceeded on an unlawful extortion by way of unjust enrichment through fraud in factum, deceit, failure of full disclosure of contract terms of the subject property without a just and proper interest in this case. You either knew or you should have known these circumstances from an affirmative inquiry prior to placing these misrepresented facts and pleadings before the court. As stated, I hope that this matter can be explained as you having been misled by your client and that these are not your affirmative acts of overt misrepresentation. Unfortunately, under these circumstances, they remain as your affirmative errors and omissions. Unfortunately, these circumstances bring into question your own standing as counsel in this case, before the State Bar of California and as an officer of the court. I fear that you have been misled by the prevarications and mendacity of your client and/or your own lack of due diligence as required by the rules of court.
22. Prudence dictates that you reconsider your position in this matter prior to any further actions on Debtor's home. I here extend this opportunity for you to do so by withdrawing the offending pleadings in general and compensate debtor by immediate reconveyance of subject property and return of all moneys collected from Debtor by your client prior to the 341 meeting of creditors' hearing in such manner as to abate the ongoing injuries to Debtor and Debtor's family and to the dignity of the court.

Unless this conflict is immediately resolved, it is my duty to bring this matter to the public attention of both the court and bar pursuant to the procedures set out in California law and to further seek and employ all other remedies at law.

May I hear from you on this matter before the end of 1 May, 2023, business day.

It hath been said and so it is done!

**EXHIBIT 2**

Sincerely

Don Shannon, POA for Ordell E. Moon

cc: State Bar of California  
Attorney General of California, Fraud Division

**EXHIBIT 2**

**Don Shannon, POA  
In behalf of: Ordell E. Moon  
420 Lakeville St Petaluma, CA 94952**

Citibank, N.A.  
Att: Mark Mason – CFO  
388 Greenwich St  
New York, NY 10013

April 17, 2023  
Certified Mail Restricted Delivery  
No. 70222410000231061793

Re: Loan Number, Account Number  
Owner: Ordell E. Moon  
Property: 1905 Bristol Street Petaluma, California 94954  
APN: 136-580-029  
Authorized Representative: Don Shannon under Power of Attorney

Pursuant to a copy of the original Adjustable Rate Note in your care, custody and control provided by your company on March 15, 2023 (see copy enclosed), I am writing this letter to request a REQUEST FOR FULL RECONVEYANCE of Loan Number 4773974136, Account Number 105072116961000. Please complete and execute the " Request For Full Reconveyance " attached hereto and return the original loan documents with the other documents specified in the Request For Full Reconveyance (including the original note) as detailed herein.

Please be advised that said note contains two stamps with the verbiage: "**Pay to the Order of Without Recourse**" and "**Without Recourse Pay to the Order of**" which demonstrates apparent alteration of the original note by apparent negotiation at least twice.

Please be further aware that if said promissory note was altered by treating it as a draft see CUCC § 3104 (e) without prior notice to and consent of Ordell E. Moon due to your failure to make full disclosure of the same as required by 12 CFR § 226.17(c)(1) is immoral and illegal. Further, according to CUCC § 3407, the obligation to pay the monthly note is discharged by operation of law pursuant to the Rule of Material Alteration. See CUCC § 3407 provides:

- (a) "Alteration" means (1) an unauthorized change in an instrument that purports to modify in any respect the obligation of a party, or (2) an unauthorized addition of words or numbers or other change to an incomplete instrument relating to the obligation of a party.
- (b) Except as provided in subdivision (c), an alteration fraudulently made discharges a party whose obligation is affected by the alteration unless that party assents or is precluded from asserting the alteration. ... Emp added bold mine

See also Civil Code § 1700. Extinction by unauthorized alteration

The intentional destruction, cancellation or material alteration of a written contract, by a party entitled to any benefit under it, or with his consent, extinguishes all the executory obligations of the contract in his favor, against parties who do not consent to the act. Emp added bold mine

**Notice: This Instrument is subject to the Sole Actor Doctrine**

Page 1 of 2

**EXHIBIT 2**

Given the complex nature of the terms and conditions of said promissory note and deed of trust contract, Ordell E. Moon had no prior notice, thus no consent and further no understanding of the "Pay to the Order of Without Recourse Corporation" contained within the text of said promissory note that was apparently executed after Ordell in good faith executed the loan documents. Further there was never any disclosure of the subsequent executions with "pay to the order of . . ." on said note prior to Ordell executing said note. Given the willful failure of full disclosure having occurred, this voids the contract under the unconscionable element of failure to make full disclosure as a matter of law.

Please be further advised that California law provides at CUCC § 3104(e):

An instrument is a "note" if it is a promise and is a "draft" if it is an order. If an instrument falls within the definition of both "note" and "draft," a person entitled to enforce the instrument may **treat** it as either. Emp added **bold** mine

Therefore, pursuant to CUCC 3104(e) an instrument containing the verbiage of both promise and order can be treated either way. But as a matter of law, the note cannot be treated as both. To do so is a criminal act that violates both state and federal disclosure laws. Such act violates Title 12 U.S.C. § 501(a) and you are so noticed.

Thus, as stated herein that if the note had in fact been altered after Ordell E. Moon's execution of said note pursuant to CUCC § 3104(e), then the Rule of Material Alteration would apply and the obligation/s of specific performance of monthly payments contained in the promissory note are discharged by operation of law. See CC § 1700 and CUCC § 3407 supra. As such, the return by you of the original promissory note along with all the loan papers described above is hereby demanded and a full reconveyance of the subject property interest is further demanded within seven (7) business days after receipt of this instrument.

Unless this matter is settled within the prescribed time frame, it is my duty to bring this matter to the public attention of both the Federal Reserve Board and the Office of the Comptroller of the Currency pursuant to the procedures set out in federal law in general and, Titles 12 and 18 of the U.S.C. and to further seek and employ all other remedies at law.

May I receive the recorded evidence of the subject reconveyance from you before the business day of April 25<sup>th</sup>, 2023.

It hath been said and so it is done!

Sincerely,



Don Shannon, Authorized Representative  
of Ordell E. Moon by POA

Attached: Copy of original Promissory Note with alterations  
Request For Full Reconveyance

ctbs: Federal Reserve Board of Governors  
Office of the Comptroller of the Currency

**Notice: This Instrument is subject to the Sole Actor Doctrine**

Page 2 of 2

Entered on Docket  
September 05, 2023  
EDWARD J. EMMONS, CLERK  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF CALIFORNIA



Signed and Filed: September 5, 2023

*Dennis Montali*

DENNIS MONTALI  
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT

NORTHERN DISTRICT OF CALIFORNIA

In re ) Bankruptcy Case  
ORDELL ELIZABETH MOON, ) No. 23-10092-DM  
 )  
Debtor. ) Chapter 13  
 )  
 )  
 )  
 )  
 )  
 )  
 )  
 )

**ORDER DENYING MOTION TO IMPOSE STAY**

The court has read and considered the *Motion for Order Imposing a Stay or Continuing the Automatic Stay as the Court Deems Appropriate* ("Motion") (Dkt. 87) filed by Debtor through her Authorized Representative, Don Shannon. This case having been dismissed on August 9, 2023, therefore, the court denies the Motion as the court has no authority to act on it.

\*\*\* END OF ORDER \*\*\*

1                   COURT SERVICE LIST

2       Ordell Elizabeth Moon  
3       1905 Bristol St.  
4       Petaluma, CA 94954

5       Donald Shannon  
6       420 Lakeville St.  
7       Petaluma, CA 94952

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## Notice Recipients

District/Off: 0971-1

User: admin

Date Created: 9/5/2023

Case: 23-10092

Form ID: pdfeoc

Total: 2

**Recipients submitted to the BNC (Bankruptcy Noticing Center):**

db            Ordell Elizabeth Moon            1905 Bristol St.            Petaluma, CA 94954  
intp        Don Shannon            420 Lakeville St.            Petaluma, CA 94952

TOTAL: 2